



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

For the Regular Meeting of Wednesday

December 2, 2015

7:00 P.M. Regular Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY**

**Wednesday December 2, 2015
REGULAR MEETING 7:00 P.M.**

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report
2. CHP Report
3. East Contra Costa Fire Protection District Report
4. Supervisor Mary Piepho, District III Report

D. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report**

***These meetings are held Quarterly*

E. PRESENTATIONS

F. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of special closed session for November 18, 2015
2. Approval of DRAFT minutes of annual PFA for November 18, 2015
3. Approval of DRAFT minutes of regular meeting for November 18, 2015
4. Approve Register of District Invoices
5. Release of partial retention – Discovery Bay Secondary Improvements Project
6. Approve and Adopt Resolution No. 2015-18 Employee Medical Coverages

G. BUSINESS AND ACTION ITEMS

1. Byron-Bethany Irrigation District Boundary Overlap
2. Approve and Adopt Resolution No. 2015-19 - Certification of the Town of Discovery Bay Emergency Operations Plan

H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

I. PRESIDENT REPORT AND DIRECTORS' COMMENTS

J. MANAGER'S REPORT – Discussion and Possible Action

K. GENERAL MANAGER'S REPORT – Discussion and Possible Action

L. DISTRICT LEGAL COUNSEL REPORT

M. SUB-COMMITTEE UPDATES – Discussion and Possible Action

1. Finance
2. Communications
3. Parks and Recreation
4. Water and Wastewater
5. Waterways

N. CORRESPONDENCE – Discussion and Possible Action

O. PUBLIC RECORD REQUESTS RECEIVED

1. Public Records Request – Request from Sheet Metal Workers' Local Union No. 104 – Regarding Wastewater Treatment Plant No. 2 Equipment Cover Project – Received on November 11, 2015

P. FUTURE AGENDA ITEMS

Q. ADJOURNMENT

1. Adjourn to the next regular meeting of December 16, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item C



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item D



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item E



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday, November 18, 2015
SPECIAL MEETING 6:00 P.M.**

Website address: www.todb.ca.gov

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

SPECIAL MEETING AT 6:00 P.M.

A. ROLL CALL

Call business meeting to order – 6:30 p.m. by President Steele

Roll Call – All Present

B. PUBLIC COMMENT

None

C. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Keller – The Board is now adjourning into closed session regarding items D-1.

D. CLOSED SESSION:

1. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6

Agency Designated Representative: Rick Howard

Unrepresented Employee: All TODB Employees

E. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

President Steele – The Board has reconvened from closed session and there is no reportable action.

F. ADJOURNMENT

The meeting adjourned at 6:46 p.m. to the Regular Meeting on November 18, 2015 at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 11-19-15

<http://www.todb.ca.gov/agendas-minutes>



DISCOVERY BAY PUBLIC FINANCING AUTHORITY



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**MINUTES OF THE ANNUAL MEETING
OF THE MEMBERS OF THE
DISCOVERY BAY PUBLIC FINANCING AUTHORITY
Wednesday November 18, 2015
ANNUAL MEETING 7:00 P.M.
Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov**

ANNUAL MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:00 p.m. by President Steele

Pledge of Allegiance – Led by President Steele

Roll Call – All Present

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None

C. NEW BUSINESS AND ACTION ITEMS

1. Status Report and Update of the Discovery Bay Public Financing Authority

General Manager Howard – Provided the details of item C-1. There was discussion between the Board and the General Manager.

D. CHAIR'S REPORT AND MEMBER'S COMMENTS

None

E. ADJOURNMENT

The meeting adjourned at 7:06 p.m. for the Public Financing Authority Annual Meeting at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 11-19-15

<http://www.todb.ca.gov/agendas-minutes>



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday November 18, 2015

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:06 p.m. by President Steele

Pledge of Allegiance – Led by President Steele

Roll Call – All Present

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None

C. PRESENTATIONS

1. **Veolia Water – Operations & Maintenance of Water, and Wastewater Facilities for the Town of Discovery Bay**

Veolia Senior Vice-President - Lanita McCauley Bates provided an update.

Project Manager Berney Sadler – Provided an additional information regarding Operations. There was discussion between the Board, Veolia, and the General Manager.

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

None

E. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting for November 4, 2015

2. Approve Register of District Invoices

Motion by: Director Leete to approve the Consent Calendar

Second by: Director Simon

Vote: Motion Carried – AYES: 5, NOES: 0

F. BUSINESS AND ACTION ITEMS

1. Community Center Cash Flow Analysis and Five-Year Forecast

General Manager Howard – Provided the details of item F-1. There was discussion between the Board, the General Manager, and the Finance Manager.

G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

1. Contra Costa County Department of Conservation and Development – County File No. CP 15-06 – Balfour Road Shoulder Widening

General Manager Howard – Provided the details of item G-1. There was discussion between the Board and the General Manager.

H. VEOLIA REPORT

1. Veolia Report – Month of October 2015

Project Manager Berney Sadler – Provided the details of the October 2015 Monthly Operations Report.

I. MANAGER'S REPORTS – Discussion and Possible Action

None

J. GENERAL MANAGER'S REPORT – Discussion and Possible Action

General Manager Howard – District office will be closed for the Thanksgiving Holiday.

K. DISTRICT LEGAL COUNSEL REPORT

None

L. COMMITTEE UPDATES – Discussion and Possible Action

None

M. CORRESPONDENCE – Discussion and Possible Action

1. R – State Route 4 Bypass meeting minutes for June 11, 2015
2. R – East Contra Costa County Fire Protection District meeting minutes for October 5, 2015

N. PUBLIC RECORD REQUESTS RECEIVED

1. Public Records Request – Request from Contra Costa Times – Regarding Water Conservation – Received on November 2, 2015

O. FUTURE AGENDA ITEMS

1. Letter to Supervisor Piepho regarding BBID Detachment

P. ADJOURNMENT

The meeting adjourned at 7:42 p.m. to the next Regular meeting of December 2, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 11-19-15

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 02, 2015

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager

RH

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 164,360.11

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2015/2016
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2015/2016
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2015/2016

AGENDA ITEM: F-4

**Request For Authorization To Pay Invoices (RFA)
For The Meeting On December 02, 2015
Town of Discovery Bay CSD
For Fiscal Year's 7/15 - 6/16**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Hydropoint Data Systems, Inc.	1028990/HR113161	Landscape Reimb (Z57)	10/15/15	\$225.00
			Administration	Sub-Total
				\$225.00
Water				
Aflac	855891	Supplemental Insurance Nov 2015	11/25/15	\$323.52
Alhambra	13710019 103015	Bottle Water Service	10/30/15	\$18.08
American Retrofit Systems	1133	Install Outlet	11/17/15	\$40.00
Badger Meter	80003883	Beacon Cellular Data Aug 2015	10/28/15	\$366.68
Badger Meter	80004108	Beacon Cellular Data Sept 2015	10/30/15	\$406.73
Big Dog Computer	BDC33159	IT Maintenance	11/10/15	\$578.31
Big Dog Computer	BDC33160	Install New Server	11/10/15	\$393.09
Big Dog Computer	BDC33164	Scanner Maintenance	11/13/15	\$70.00
Bill Pease	NOV 2015	Expense Report Nov 2015	11/15/15	\$138.00
Chris Steele	NOV 2015	Expense Report Nov 2015	11/19/15	\$184.00
Cintas	185532614	Uniforms	11/11/15	\$11.19
Contra Costa Fire Equipment	5157	Fire Hydrant Maintenance	11/09/15	\$26.00
Du-All Safety	17371	Monthly Safety Maintenance Oct 2015	10/30/15	\$1,160.00
Freedom Mailing Service, Inc	27821	Water Bill Mailing Oct 2015	11/12/15	\$1,058.45
I & T Backflow Testing	531	Backflow Testing	10/12/15	\$322.00
Janet Bynum	6187 Seneca	Closed Account, Refund Overpayment	11/16/15	\$13.09
Koff & Associates	2791	Compensation Study	11/06/15	\$364.80
Mark Simon	NOV 2015	Expense Report Nov 2015	11/19/15	\$152.00
Office Depot	801971929001	Office Supplies	10/26/15	\$38.38
Office Depot	801972067001	Office Supplies	10/29/15	\$15.18
Office Depot	803921928001	Office Supplies	11/04/15	\$21.87
Office Depot	803923419001	Office Supplies	11/04/15	\$7.26
Pacific Gas & Electric	1521433231-2/111215	Electric & Gas Bill 10/13/15-11/10/15	11/12/15	\$3,272.13
Pacific Gas & Electric	2943721807-5/110915	Electric & Gas Bill 10/09/15-11/08/15	11/09/15	\$23,870.54
Physio-Control, Inc.	416048237	AED Maintenance	11/04/15	\$111.98
R.E. Patterson And Associates	1312	Emergency Operation Plan	11/08/15	\$3,720.00
ReliaStar Life Insurance Company	#JR52 457(B) 113015	457(b) 11/16/15-11/30/15	11/30/15	\$548.04
Robert Leete	NOV 2015	Expense Report Nov 2015	11/19/15	\$184.00
SDRMA	18115	Ancillary Benefits Dec 2015	11/23/15	\$472.14
Some Gave All	NOV 2015	Expense Report Nov 2015	11/19/15	\$230.00
SWRCB	WD-0111843	Annual Permit Fee	11/02/15	\$2,088.00
TASC	450775312003/1215	Flexible Spending Dec 2015	12/02/15	\$241.81
TASC	IN646548	Annual Administration Fee	11/01/15	\$160.00
Univar	SJ714938	Chemicals Delivered 10/30/15	10/30/15	\$271.01
Verizon Wireless	9754653049	Cell Phone Bill Oct 2015	10/26/15	\$163.15
Watersavers Irrigation Inc.	1639552-00	Water Leak Repair	11/06/15	\$23.40
YP	6000396929	EOC Phone Book	11/13/15	\$6.65
			Water	Sub-Total
				\$41,071.48
Wastewater				
Aflac	855891	Supplemental Insurance Nov 2015	11/25/15	\$485.28
Alhambra	13710019 103015	Bottle Water Service	10/30/15	\$27.11
American Retrofit Systems	1133	Install Outlet	11/17/15	\$60.00
American Retrofit Systems	1134	Install Solar Light WWTP#2	11/17/15	\$170.00
Big Dog Computer	BDC33159	IT Maintenance	11/10/15	\$867.47
Big Dog Computer	BDC33160	Install New Server	11/10/15	\$589.65
Big Dog Computer	BDC33164	Scanner Maintenance	11/13/15	\$105.00
Bill Pease	NOV 2015	Expense Report Nov 2015	11/15/15	\$207.00
Cascade Integration And Development	1008	SCADA System Upgrade	11/03/15	\$10,000.00
Chris Steele	NOV 2015	Expense Report Nov 2015	11/19/15	\$276.00
Cintas	185532614	Uniforms	11/11/15	\$16.78
Contra Costa Fire Equipment	5157	Fire Hydrant Maintenance	11/09/15	\$39.00
CVCWA	2016072D	Membership Renewal 2015-2016	07/01/15	\$2,150.00
Discovery Locks & More, Inc.	13279	Lock Hardware and Installation	11/10/15	\$86.28
Du-All Safety	17371	Monthly Safety Maintenance Oct 2015	10/30/15	\$1,740.00
Fastenal Company	CABRE13403	Misc. Small Tools	11/06/15	\$96.89
I & T Backflow Testing	531	Backflow Testing	10/12/15	\$483.00

Koff & Associates	2791	Compensation Study	11/06/15	\$547.20
Mark Simon	NOV 2015	Expense Report Nov 2015	11/19/15	\$193.00
Nixon-Egli Equipment Co.	T02149	Repair Aquatech-VAC Truck	11/11/15	\$4,999.67
Office Depot	801971929001	Office Supplies	10/26/15	\$57.58
Office Depot	801972066001	Office Supplies	10/24/15	\$14.51
Office Depot	801972067001	Office Supplies	10/29/15	\$22.78
Office Depot	803921928001	Office Supplies	11/04/15	\$32.80
Pacific Gas & Electric	1181942262-4/110615	Electric & Gas Bill 10/08/15-11/05/15	11/06/15	\$7,695.11
Pacific Gas & Electric	7312115758-7/111215	Electric & Gas Bill 10/12/15-11/09/15	11/12/15	\$23,708.43
Physio-Control, Inc.	416048237	AED Maintenance	11/04/15	\$167.98
R & B Company	S1523186.004	Manhole Covers	11/11/15	\$585.90
R.E. Patterson And Associates	1312	Emergency Operation Plan	11/08/15	\$5,580.00
ReliaStar Life Insurance Company	#JR52 457(B) 113015	457(b) 11/16/15-11/30/15	11/30/15	\$822.06
Robert Leete	NOV 2015	Expense Report Nov 2015	11/19/15	\$276.00
SDRMA	18115	Ancillary Benefits Dec 2015	11/23/15	\$708.21
Some Gave All	NOV 2015	Expense Report Nov 2015	11/19/15	\$354.33
SWRCB	WD-0109521	Annual Permit Fee	11/02/15	\$19,602.00
TASC	450775312003/1215	Flexible Spending Dec 2015	12/02/15	\$362.71
TASC	IN646548	Annual Administration Fee	11/01/15	\$240.00
Telstar Instruments, Inc.	83580	Scada System	10/26/15	\$17,721.30
Verizon Wireless	9754653049	Cell Phone Bill Oct 2015	10/26/15	\$244.72
YP	6000396929	EOC Phone Book	11/13/15	\$9.98

Wastewater Sub-Total \$101,345.73

Community Center

Community Center Sub-Total \$0.00

Grand Total \$142,642.21

Request For Authorization To Pay Invoices (RFA)
For The Meeting On December 02, 2015
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Alhambra	13710019 103015	Community Center-Bottle Water Service	10/30/15	\$72.11
Big Dog Computer	BDC33157	Community Center-Renewal Firewall	11/10/15	\$876.26
Big Dog Computer	BDC33163	Community Center-Camera Installation	11/13/15	\$65.00
Cintas	185532614	Uniforms	11/11/15	\$37.12
Cintas	185532614	Community Center-Mats	11/11/15	\$38.44
Department of Justice	133148	Community Center-Fingerprint Screening	11/04/15	\$49.00
I & T Backflow Testing	531	Backflow Testing	10/12/15	\$1,250.70
Julie D. Mason	1	Community Center-Program Fees	11/18/15	\$1,071.00
Kidz Love Soccer	2015FA-F122	Community Center-Program Fees	11/13/15	\$1,845.75
Office Depot	803019973001	Community Center-Office Supplies	10/30/15	\$85.84
Pacific Display, Inc.	2950	Holiday Lighting	11/06/15	\$1,714.00
Pacific Gas & Electric	0869258994-1/110615	Electric & Gas Bill 10/09/15-11/06/15	11/06/15	\$442.69
Pacific Gas & Electric	5702839598-6/110815	Community Center-Electric & Gas Bill 10/09/15-11/06/15	11/08/15	\$1,813.57
Pacific Gas & Electric	5939734421-5/111615	Electric & Gas Bill 10/16/15-11/16/15	11/16/15	\$6,497.90
Town of Discovery Bay, CSD	9-900-000-002-6.02	Community Center-Water Bill 10/01/15-10/31/15	10/31/15	\$642.31
Town of Discovery Bay, CSD	9-900-000-002-7.02	Water Bill 10/01/15-10/31/15	10/31/15	\$46.87
Town of Discovery Bay, CSD	9-900-000-004-2.01	Water Bill 10/01/15-10/31/15	10/31/15	\$886.63
Town of Discovery Bay, CSD	9-900-000-004-2.02	Water Bill 10/01/15-10/31/15	10/31/15	\$477.78
Town of Discovery Bay, CSD	9-900-000-004-2.03	Water Bill 10/01/15-10/31/15	10/31/15	\$346.85
Town of Discovery Bay, CSD	9-900-000-004-2.04	Water Bill 10/01/15-10/31/15	10/31/15	\$119.44
Town of Discovery Bay, CSD	9-900-000-004-2.05	Water Bill 10/01/15-10/31/15	10/31/15	\$71.06
Town of Discovery Bay, CSD	9-900-000-004-2.06	Water Bill 10/01/15-10/31/15	10/31/15	\$370.43
Town of Discovery Bay, CSD	9-900-000-004-2.07	Water Bill 10/01/15-10/31/15	10/31/15	\$9.67
Town of Discovery Bay, CSD	9-900-000-004-2.08	Water Bill 10/01/15-10/31/15	10/31/15	\$9.67
Town of Discovery Bay, CSD	9-900-000-004-2.09	Water Bill 10/01/15-10/31/15	10/31/15	\$30.84
Town of Discovery Bay, CSD	9-900-000-004-2.10	Water Bill 10/01/15-10/31/15	10/31/15	\$41.42
Town of Discovery Bay, CSD	9-900-000-004-4.01	Water Bill 10/01/15-10/31/15	10/31/15	\$3.02
Town of Discovery Bay, CSD	9-900-000-004-4.02	Water Bill 10/01/15-10/31/15	10/31/15	\$114.00
Town of Discovery Bay, CSD	9-900-000-004-4.03	Water Bill 10/01/15-10/31/15	10/31/15	\$292.41
Town of Discovery Bay, CSD	9-900-000-004-4.04	Water Bill 10/01/15-10/31/15	10/31/15	\$3.02
Town of Discovery Bay, CSD	9-900-000-004-4.05	Water Bill 10/01/15-10/31/15	10/31/15	\$33.26
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 10/01/15-10/31/15	10/31/15	\$6.04
Verizon Wireless	9754653049	Cell Phone Bill Oct 2015	10/26/15	\$88.66
Verizon Wireless	9754653049	Community Center-Cell Phone Bill Oct 2015	10/26/15	\$88.65
Total				\$19,541.41

Request For Authorization To Pay Invoices (RFA)
For The Meeting On December 02, 2015
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Cintas	185532614	Uniforms	11/11/15	\$36.52
I & T Backflow Testing	531	Backflow Testing	10/12/15	\$105.00
Pacific Gas & Electric	0403377952-3/110615	Electric & Gas Bill 10/08/15-11/05/15	11/06/15	\$64.96
Ross Recreation Equipment Co., Inc.	97876	Ravenswood Furniture Replacement	11/15/15	\$1,154.40
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 10/01/15-10/31/15	10/31/15	\$154.22
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 10/01/15-10/31/15	10/31/15	\$390.69
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 10/01/15-10/31/15	10/31/15	\$182.04
Verizon Wireless	9754653049	Cell Phone Bill Oct 2015	10/26/15	\$88.66
			Total	\$2,176.49



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 2, 2015

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Release of partial retention – Discovery Bay Secondary Improvements Project

Recommended Action

It is recommended that the Board authorize the release of 50% of the retention to Anderson Pacific Engineering Construction Inc. for work associated with the Secondary Improvements Project

Executive Summary

Anderson Pacific is the general contractor performing construction related activities associated with the Secondary Improvements Capital Improvement Project at Wastewater Treatment Plant No. 2. That contract was awarded by the Board after a competitive bidding process.

The project is approximately 99% complete, and the contractor is working on punch list items.

The contractor has completed all work according to the plans and specifications, and there have been no claims or stop notices associated with the project.

Public Contracts Code Section 9203 provides for a public agency the ability at any time after a project is 50% or more complete to return a portion of the retention, generally 50% of the retention amount to date.

Staff and the District Engineer have reviewed all work to date and recommend a return of 50% of the retention to date, or \$139,606.15 to Anderson Pacific. The remaining retention will be released 35 days after the certified notice of completion is received.

Fiscal Impact:

Amount Requested \$139,606.15

Sufficient Budgeted Funds Available?: Included in retention account (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# XX Fund#

Previous Relevant Board Actions for This Item

Award of Contract – Anderson Pacific Engineering Construction, Inc. – April, 2014

Attachments

None

AGENDA ITEM: F-5



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 2, 2015

Prepared By: Rick Howard, General Manager *RH*
Submitted By: Rick Howard, General Manager

Agenda Title

Approve and Adopt Resolution No. 2015-18 Employee Medical Coverages

Recommended Action

Adopt Resolution No. 2013-22 authorizing the Town of Discovery Bay to change Employee Medical Health Care Benefit Coverage for those positions authorized pursuant to the adopted Position Schedule; and Approve Contractual Documents with ABD Insurance and Financial Services, Inc. and authorize the General Manager to execute all contract documents.

Executive Summary

The Town of Discovery Bay employs 16 authorized Full Time Equivalents (FTE) that perform the day to day functions of the District. The Town offers a comprehensive array of fringe benefits to its employees, including Medical, Dental, and Vision. The Town pays the medical premium for employees and a portion of the employee's dependent coverage. While the Town offers dental and vision coverage for employees and their families, those costs are at the expense of the employee and are made available through payroll deduction at no cost to the District.

Background:

On January 1, 2011 the Town contracted with the Special District Risk Management Authority (SDRMA), the Town's liability, worker's compensation, and provider of health care insurance benefits to provide medical coverage to District employees.

Since that time, the annual premium for medical and dependent coverage has increased greatly for health care coverage.

Monthly premium costs have risen by over \$248/person/month since 2011(including 2016 premium rates). Dependent rates have also increased by a corresponding amount.

Currently, the Town pays the premium for each enrolled employee and 50% of the employee plus one or more rate. For a family of four in the current plan, the monthly cost is \$2,013, of which the employee is responsible for \$852/month.

In an effort to curb escalating health care costs, and to provide relief of the overall health care cost to the District and the employee portion of the coverage, staff evaluated a number of different health care plans and providers. Two members of the Board participated in the evaluation process. After a lengthy review, it was determined to terminate health care coverage with SDRMA on December 31, 2015 at midnight and transition to CaliforniaChoice beginning on January 1, 2016.

The CaliforniaChoice program (materials are attached) will result in 2016 health care savings of approximately \$50,000 to the District while providing comparable coverage. Staff recognized the need to re-evaluate health care coverage and costs, and was successful in identifying a program that not only saves significant funds to the District, but also makes the dependent portion of their premium more manageable.

"Continued on Page Two"

Under the new plan, and as stipulated in the Resolution, the Town will continue to cover the cost of employee coverage. Those employees who choose to cover their dependents will be responsible for 20% of the dependent care coverage.

The Affordable Care Act has dramatically changed the manner in which health coverage is provided. Previously, rates remained the same for all members of the census group. The cost of the coverage was the same for each employee and dependent coverage. The new rate structure is aged based. Now, instead of the same cost across the board, younger employees are less costly to cover and older employees are more costly to cover. Thus, there is not a "one cost" comparison to evaluate. Each employee and their respective dependents are evaluated individually. In the case of the new program, the overall cost is balanced between younger employees and older employees. Once that occurs, each employee (and dependent coverage if applicable) is then individually priced.

Recommended employee health care coverage:

Medical Coverage

Employee Only:

That the 2016 monthly Employee Only premium rate, indexed for future years at the Employee Only Premium Rate for the CaliforniaChoice PPO Gold B or Kaiser Permanente HMO Gold B medical coverage plan, be paid by the employer.

Employee +1 or More:

That the 2016 monthly Employee Only premium rate, indexed for future years at the Employee Only Premium Rate for the CaliforniaChoice PPO Gold B or Kaiser Permanente HMO Gold B medical coverage plan, be paid by the employer.

That 20% of the Dependent Care premium rate, indexed for future years for the CaliforniaChoice PPO Gold B or Kaiser Permanente HMO Gold B medical coverage plan, be paid by the employee, with the balance paid by employer.

Not all employees participate in the medical plan due to the fact that they presently have coverage through other means. Employees who possess proof of other medical insurance may choose to "Opt Out" of this plan. Employees who choose the Opt Out incentive are provided \$250 monthly to be contributed to their individual IRC 457(b) deferred compensation plan. Employees who Opt Out of the plan can choose to add Dental and/or Vision, and the cost of coverage must be paid by the employee through payroll deduction or may be deducted from the \$250.00 monthly contribution (with any remaining dollar amount applied to the Employee's Deferred Compensation Program account).

The 2016 health plan and premium rate schedule is attached with employee names redacted.

Fiscal Impact:

Amount Requested \$ Funds are budgeted as a part of the FY 2015/16 Operating Budget

Sufficient Budgeted Funds Available?: Yes

Prog/Fund # Category: Pers. XX Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

December 13, 2013

Attachments

Resolution No. 2015-18;
ABD Insurance and Financial Services, Inc.



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2015-18

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
CONTINUING EMPLOYEE MEDICAL BENEFIT COVERAGE**

WHEREAS, for Fiscal Year 2015-16 the Town of Discovery Bay Community Services District employs 16 authorized Full Time Equivalents (FTE), and in the future there may be more or fewer authorized positions that perform the day to day functions of the District; and

WHEREAS, all budgeted and authorized Full Time and Part Time positions are covered by this Resolution; and

WHEREAS, effective January 1, 2016 ABD Insurance and Financial Services, Inc. shall provide Medical Insurance coverage for employees of the Town; and

WHEREAS, the Town covers the cost of medical coverage for all covered employees and a portion of dependent care coverage for employees qualified dependents; and

WHEREAS, the Town will continue to offer ancillary benefit coverage, including dental and vision coverage through the Special District Risk Management Authority (SDRMA) as adopted by the Board of Directors on December 4, 2013 and authorized by Resolution No. 2013-22; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Board re-state its intentions to terminate employee medical coverage and participation in the SDRMA Medical/Health Care portion of services offered by SDRMA effective December 31, 2015 and that all other SDRMA Ancillary coverages shall remain in place as adopted in Resolution No. 2013-22.

SECTION 2. That the Board authorize ABD Insurance and Financial Services, Inc. to provide Employee Medical Health Care Coverage effective January 1, 2016.

SECTION 3. That the 2016 monthly Employee Only premium rate, indexed for future years at the Employee Only Premium Rate for the CaliforniaChoice PPO Gold B or Kaiser Permanente HMO Gold B medical coverage plan, be paid by the employer.

SECTION 4. That 80% of the cost of the Dependent Care premium rate, indexed for future years for the CaliforniaChoice PPO Gold B or Kaiser Permanente HMO Gold B medical coverage plan, be paid by the employer and that 20% of the Dependent Care premium rate be paid by employee through payroll deduction.

SECTION 7. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF DECEMBER, 2015.

Chris Steele
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 2, 2015, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary

Consulting Agreement

ABD Insurance and Financial Services

This Consulting Agreement, hereinafter referred to as “Agreement” is between Town of Discovery Bay, herein after referred to as “Client” and ABD Insurance and Financial Services, herein after referred to as “Consultant.” This agreement shall become effective November 19, 2015 and concluding on November 18, 2016, monthly thereafter.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit medical programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing above mentioned employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be provided by Consultant

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical
- Prescription Drugs
- Compliance Services

- A. Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of performance guarantee agreements between Client and any of its third party administrators.
- D. Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- E. Communication.** Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- F. Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- G. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
 - Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.

- Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
- Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period.

H. Day-to-Day Administrative Issues. Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** This initial term of this Agreement shall be one year, commencing start and end dates ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.
- B. Termination.** This Agreement may be terminated by either party only as follows:
- Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - Effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
 - By mutual written agreement of the parties.

4. Cost of Services

ABD will be compensated for the services outlined through the payment of commissions received from insurance companies and an additional \$1,500 annual fee for Compliance Services.

5. Confidentiality

The work product and services provided by ABD under this agreement are for the exclusive use of RPX. Such services, data, proposals, reports, work product or similar information are not to be distributed to, used or relied upon by other parties without the express written agreement of Town of Discovery Bay and ABD. This would not include information publicly known or obtained from a third party who is not under a duty of confidentiality or information independently developed by ABD without the use of confidential information.

6. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

- Debbie Mangels,**
SVP, Founding Principal
- Shelley Ma,**
VP, Senior Account Executive
- Gabrielle Anderson**
Account Manager

7. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client’s personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

8. Independent Contractor

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this

Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

ABD Insurance and Financial Services

Signature

Debbie Mangels, SVP Founding Principal

Date

Town of Discovery Bay

Signature

Name / Title

Date

Exhibit 1: Scope of Work

Strategic Planning

- Understand Town of Discovery Bay formal or informal employee benefit objectives
- Learn about emerging corporate direction, perceived competitive posture, and other issues that may affect benefits
- Obtain finance and/or risk management staff feedback about the effectiveness of current plan designs and vendor performance
- Discuss emerging trends in the marketplace
- Discuss strategies to meet needs of out-of-state employees
- Develop short and long term strategic goals and action plans
- Review and negotiate competitive performance guarantees for all applicable lines of coverage
- Conduct employee surveys to determine the level of satisfaction for employee contributions and current benefits
- Provide benchmarking data to Town of Discovery Bay to help identify gaps in coverage or areas of excess

Technical Services, Renewal Negotiations and Marketing Analysis

- Manage the renewal process for each insurance policy or vendor agreement- engagement with our Technical team (actuarial service)
- Review all available claim experience
- Evaluate carrier's renewal request and supporting documentation
- Negotiate with carrier to secure most competitive renewal rates and performance guarantees
- Develop contribution analysis and alternative contribution strategy options
- Experience reporting (when available)
- Utilization reporting (when available)
- Renewal analysis
- Imputed Income development

Customer Service

- Furnish status updates on any open items from previous meetings or conversations
- Monitor vendor service levels and identify any areas for improvement
- Evaluate progress made in improving employees' understanding and appreciation of plans, and develop continuing action steps as needed
- Understand any changes in Town of Discovery Bay business characteristics or operating performance and discuss their impact on the company's benefit plans.
- Develop and maintain detailed implementation plans when necessary (change in carriers, etc.)
- Facilitate communication tasks within overall management of new/revised plan implementation activities
- Prepare open enrollment templates for your review and production. These include coverage and contribution comparison exhibits and sample letters to communicate
- important changes or other intended benefit management messages
- Conduct or assist in open enrollment meetings or "train the trainers" meetings
- Prepare draft and/or final presentation materials
- Draft coverage clarification or minor change memos for employees or vendors
- Share items of interest for Town of Discovery Bay internal communications (e.g., newsletter articles)

Compliance Services

- Prepare all required compliance documents each year in accordance with stated ERISA requirements including appropriate plan documents, request Schedule A Forms, Form 5500 filings, summary annual reports, summaries of material modifications (if needed), and summary plan descriptions
- Make retained ERISA counsel available for routine interpretations and legislative/regulatory updates

- Provide Health Care Reform guidance and strategy, focusing on maintaining status below
- “Cadillac Plan”, W-2 counseling/reporting, and other Health Care Reform initiatives.
- Review and evaluate benefits related documents, process and procedures to ensure that Town of Discovery Bay meets the compliance requirements

ABD Proposed Consulting Services

Description	
<p>Strategic Planning</p> <ul style="list-style-type: none"> • Annual Planning Meeting • Project Plan Meetings • Bench Mark Analysis • Risk Assessment & Financial Analysis • Redesign of any existing programs • Communication Design and Support 	Included in commission
<p>ERISA Compliance</p> <ul style="list-style-type: none"> • Advice, Guidance & Research • Review/Audit contracts • Annual 5500 filings along with preparation of SAR's and SMM's • Up to date notification and training for impact of Health Care Reform 	\$1,500 additional fee
<p>Client Service/Account Management</p> <ul style="list-style-type: none"> • Executes agreed upon strategy including: <ul style="list-style-type: none"> ○ Implementation of any new plans, plan design changes or carrier changes ○ Vendor Management ○ Day to day assistance with claims, carrier issues ○ Employee communications strategy, design and execution of multi-medium tools and materials 	Included in commission
<p>Technical Services</p> <ul style="list-style-type: none"> • Demographic Analysis • Renewal negotiations and analysis • Financial forecasting (including Health Care Reform Impact) • Contribution Modeling • Plan design changes (including incremental pricing) • Benchmarking • Market Evaluation (Initiate RFP, review proposals, negotiate, and generate market results deliverable) 	Included in commission

Business Associate Agreement

This Agreement (“Agreement”) is made and entered into this November 20, 2015 by and between Town of Discovery Bay (“Client”) and ABD Insurance and Financial Services (“Business Associate”). Client and Business Associate mutually agree to execute this Agreement in conformity with the Standards of Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (“Privacy Rules”). This Agreement is intended to meet the business associate provisions of the Privacy Rules and will govern the terms and conditions under which Protected Health Information (as defined below) may be used and disclosed.

Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.
2. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ABD Insurance.
3. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the Client to this agreement, shall mean Town of Discovery Bay.
4. “Designated Record Set” shall have the meaning given such term in 45 C.F.R. §164.501.
5. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
6. “Individual” shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
7. “Organized Health Care Arrangement” shall mean two or more Covered Entities maintained by the Plan Sponsor, or two or more Covered Entities maintained by the Plan Sponsor and the health insurance issuers or health maintenance organizations providing coverage for the plans (but only to the extent that the information maintained by the health insurance issuers or health maintenance organizations relates to individuals who are or were participants in any of the Covered Entities), as set forth in 45 C.F.R. § 160.103. Any such Organized Health Care Arrangement shall be designated in writing by the Plan Sponsor, and may be referred to collectively herein as “Covered Entity.”
8. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
9. “Protected Health Information” (or “PHI”) shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
10. “Required By Law” shall have the same meaning given to such term in 45 C.F.R. §164.103.
11. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his designee.
12. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. §164.304.
13. “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
14. “Unsecured Protected Health Information” shall have the same meaning given to such term in 45 CFR §164.402.

Obligations and Activities of Business Associate

1. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement, any Security Incident, and any Breach of Covered Entity's Unsecured Protected Health Information. This notification will be made within (45) days after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the Covered Entity for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the Covered Entity with any other available information that the Covered Entity is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
5. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524; to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by the Covered Entity in accordance with 45 C.F.R. § 164.528. Notwithstanding the foregoing, the Covered Entity will not request that the Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or the HITECH Rule, or pertinent state law(s) if such disclosure or use were done by the Covered Entity itself.
6. Business Associate agrees on behalf of Covered Entity to make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
7. In the event that Business Associate transmits or receives any Transactions (as that term is defined in 45 C.F.R. §160.103) on behalf of the Covered Entity, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any sub-Business Associates or agents that assist Business Associate in conducting Transactions on behalf of the Covered Entity agree in writing to comply with the Electronic Data Interchange Requirements.
8. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to an Individual, in a time and manner designated by Business Associate on behalf of Covered Entity, information collected in accordance with Section 2(i) of this

Agreement, to permit a response to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

11. The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

Permitted Uses and Disclosures by Business Associate

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Agreement including disclosure to other business associates of the Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of the Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
4. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.
5. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

Obligations of Covered Entity

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except as provided in this Agreement.

Term and Termination

1. The Term of this Agreement shall be effective as of November 19, 2015 and shall terminate on November 18, 2016 or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
2. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement
3. Without limiting the rights of the parties under the Agreement, if Business Associate violates a material term of this Agreement, Covered Entity may, at its option, terminate the Agreement, with or without advance

notice, and with or without an opportunity to cure the breach.

Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub Business Associates or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rule means the section as in effect or as amended, and for which compliance is required.
2. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191, and the HITECH Act.
3. **Survival.** The respective rights and obligations of Business Associate under Section 6(c)(2) of this Agreement shall survive the termination of this Agreement.
4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rule. Except to the extent specified by this Agreement, all of the terms and conditions of the Agreement shall be and remain in full force and effect. In the event of any inconsistency or conflict between this Agreement and the service contract, the terms and provisions and conditions of this Agreement shall govern and control. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever. This Agreement shall be governed by and construed in accordance with the same internal laws as are applicable to the service contract.
5. **Severability.** The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
6. **Indemnification.** Client shall indemnify and hold harmless Business Associate from and against any and all claims (including for injury or damage), suits, actions, proceedings, demands, judgments, losses, payments, costs (including costs related to the provision of notices to customers/consumers/individuals and ongoing monitoring services), expenses (including expenses related to investigation and reasonable attorneys' fees and costs), damages, settlements, liabilities, fines and penalties that are asserted against Business Associate

by third parties and arising out of (1) the use or disclosure of PHI by Client or its agents or subcontractors other than as provided in this Agreement, or (2) a breach of Client's representations contained in this Agreement. Business Associate shall indemnify and hold harmless Client from and against any and all claims (including for injury or damage), suits, actions, proceedings, demands, judgments, losses, payments, costs (including costs related to the provision of notices to customers/consumers/individuals and ongoing monitoring services), expenses (including expenses related to investigation and reasonable attorneys' fees and costs), damages, settlements, liabilities, fines and penalties that are asserted against Client by third parties and arising out of (1) the use or disclosure of PHI by Business Associate, or their agents or subcontractors other than as provided in this Agreement, or (2) a breach of Business Associate's representations contained in this Agreement.

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ABD Insurance and Financial Services

Signature

Date

Town of Discovery Bay

Signature

Date



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 2, 2015

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Byron-Bethany Irrigation District Boundary Overlap

Recommended Action

As Necessary

Executive Summary

The Town of Discovery Bay provides water for domestic purposes to the approximately 14,000 residents of the Town. The source of that water is delivered through a series of 6 groundwater irrigation wells that then travel to two water treatment plants through a series of transmission lines, where it is then distributed throughout the community. The Town does not utilize surface water for any of its water needs.

The Byron Bethany Irrigation District (BBID) is a multi-county water district (San Joaquin, Alameda and Contra Costa Counties) that provides surface water to agriculture areas located within their District boundary. A portion of the Town of Discovery Bay is located within the BBID boundary (see attached photo of overlap).

Prior to the development of Discovery Bay West, the land that eventually formed the Lakeshore, Centex, Ravenswood and the Newport Corridor neighborhoods was used for agricultural purposes. BBID provided water for the agricultural uses in place at that time. Due to historical uses of the overlap areas, the land was taxed according to Proposition 13 and follow-up legislation AB 8. Subsequently, BBID receives a share of the 1% Ad Valorem taxes collected by Contra Costa County for the six overlap Tax Rate Areas (TRA's). Once residential development replaced agricultural uses in the six TRA's, the portion of the 1% ad valorem taxes collected by BBID was not removed and redistributed to the remaining taxing entities. Copies of the six affected TRA's are attached. For FY 2015-16, it is estimated that the approximately \$685,000 in tax receipts are collected in the overlap areas for the benefit of BBID.

BBID has the ability, as a result of the overlap, to provide a supplemental source of water to the Discovery Bay community in the event the Town determines that it is deemed necessary.

Staff has sought the opinion of Luhdorff and Scalmanini Consulting Engineers (LSCE), the Town's groundwater engineering firm to provide input into the Town's existing water supply, and the potential for a supply of surface water provided by either BID or another nearby water agency. At the time this report was drafted LSCE has not completed their report and it will be presented at the meeting. However, in discussions with LSCE, it was noted that TODB's current and projected water demand is planned to be met by groundwater pumping. Furthermore, the TODB's groundwater supply wells are contained in a groundwater basin that has not been identified by the DWR as being in, or projected to be in overdraft. This basin assessment is consistent with LSCE's analyses of water supply based upon hydrograph data versus water demand. Therefore, having an additional irrigation water supply source provided by BBID appears to have limited value when considering the next 15 to 20 year planning horizon. LSCE does note that an alternative supplemental source of water may be beneficial to the Town. Their report will provide a detailed engineering and scientific analysis on these matters.

At the November 18, 2015 meeting, the Board requested that the General Manager draft a letter to Contra Costa County, Contra Costa County LAFCO, and San Joaquin County LAFCO supporting the detachment proceedings. A draft of that letter will be presented to the Board at the meeting.

The Board has a number of options on this subject. They are as follows:

- 1) Take action and adopt a Resolution supporting detachment proceedings and send letter to Contra Costa County, Contra Costa County LAFCO, San Joaquin County LAFCO, and BBID acknowledging that action;
- 2) Direct staff to seek additional information, including engineering and scientific data;
- 3) Take input, and continue the matter to a future date; and
- 4) Do nothing.

Staff is prepared to move forward at the direction and pleasure of the Board.

Fiscal Impact:

Amount Requested \$ N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

N/A

Attachments

1) BBID Overlap Areas 2) Tax Rate Areas impacted by the overlap 3) Letter from Supervisor Piepho dated November 20, 2015; 3) BBID Press Release; 4) Draft Resolution No. 2015-20 in support of detachment.

To be distributed at December 2, 2015 Board Meeting: 1) LSCE Analysis; 2) Draft letter supporting BBID detachment.



**Tax Rate Area 60043
Allocation of Basic 1% Property Tax
Fiscal Year 2014-2015**

Centex

COUNTY GENERAL	17.97248 %
COUNTY LIBRARY	1.84505 %
C C FLOOD CONTROL	0.21650 %
SERV AREA P-6	1.20573 %
EAST CO CO FIRE	4.23634 %
CC RES CONSV	0.02002 %
CO CO MOSQUITO ABA	1.88805 %
BYRN B K U CEMTERY	0.49305 %
BART	0.78074 %
BAY AREA AIR MGMNT	0.22758 %
BYRON-BETHANY IRRI	13.03049 %
LIBERTY HIGH	17.93094 %
BRENTWOOD ELEM	2.64961 %
BYRON ELEMENTARY	10.73202 %
KNIGHTSEN ELEM	0.20414 %
OAKLEY ELEM	4.01581 %
CO SUPT SCHOOLS	2.23674 %
K-12 SCHOOLS ERAF	12.73280 %
CO CO COMM COLLEGE	5.68604 %
COMM COLLEGE ERAF	1.89587 %
TOTAL	100.00000 %

[Frequently Asked Questions](#)

Close Window

Agenda Item G-1

**Tax Rate Area 60047
Allocation of Basic 1% Property Tax
Fiscal Year 2014-2015**

Safeway

COUNTY GENERAL	17.97262 %
COUNTY LIBRARY	1.84506 %
CO SERV AREA L-100	0.00051 %
C C FLOOD CONTROL	0.21650 %
SERV AREA P-6	1.20573 %
EAST CO CO FIRE	4.23451 %
CC RES CONSV	0.02002 %
CO CO MOSQUITO ABA	1.88807 %
BYRN B K U CEMTERY	0.49305 %
BART	0.78074 %
BAY AREA AIR MGMNT	0.22758 %
BYRON-BETHANY IRRI	13.02890 %
LIBERTY HIGH	17.93109 %
BRENTWOOD ELEM	2.64963 %
BYRON ELEMENTARY	10.73210 %
KNIGHTSEN ELEM	0.20414 %
OAKLEY ELEM	4.01584 %
CO SUPT SCHOOLS	2.23675 %
K-12 SCHOOLS ERAF	12.73484 %
CO CO COMM COLLEGE	5.68609 %
COMM COLLEGE ERAF	1.89623 %
TOTAL	100.00000 %

[Frequently Asked Questions](#)

Close Window

Agenda Item G-1

**Tax Rate Area 60048
Allocation of Basic 1% Property Tax
Fiscal Year 2014-2015**

Highway 4

COUNTY GENERAL	17.97248 %
COUNTY LIBRARY	1.84505 %
C C FLOOD CONTROL	0.21650 %
SERV AREA P-6	1.20573 %
EAST CO CO FIRE	4.23633 %
CC RES CONSV	0.02002 %
CO CO MOSQUITO ABA	1.88805 %
BYRN B K U CEMTERY	0.49305 %
BART	0.78074 %
BAY AREA AIR MGMNT	0.22758 %
BYRON-BETHANY IRRI	13.03049 %
LIBERTY HIGH	17.93094 %
BRENTWOOD ELEM	2.64961 %
BYRON ELEMENTARY	10.73202 %
KNIGHTSEN ELEM	0.20414 %
OAKLEY ELEM	4.01581 %
CO SUPT SCHOOLS	2.23674 %
K-12 SCHOOLS ERAF	12.73281 %
CO CO COMM COLLEGE	5.68604 %
COMM COLLEGE ERAF	1.89587 %
TOTAL	100.00000 %

[Frequently Asked Questions](#)

Close Window

Agenda Item G-1

**Tax Rate Area 60050
Allocation of Basic 1% Property Tax
Fiscal Year 2014-2015**

Mariners Church

COUNTY GENERAL	17.12373 %
COUNTY LIBRARY	1.75805 %
C C FLOOD CONTROL	0.20628 %
FLOOD CONTROL Z-1	1.96047 %
SERV AREA P-6	1.20572 %
EAST CO CO FIRE	4.06137 %
CC RES CONSV	0.01907 %
CO CO MOSQUITO ABA	1.82055 %
BYRN B K U CEMTERY	0.46981 %
BART	0.74391 %
BAY AREA AIR MGMNT	0.21684 %
BYRON-BETHANY IRRI	14.97784 %
LIBERTY HIGH	17.08423 %
BRENTWOOD ELEM	2.52464 %
BYRON ELEMENTARY	10.22587 %
KNIGHTSEN ELEM	0.19452 %
OAKLEY ELEM	3.82641 %
CO SUPT SCHOOLS	2.13124 %
K-12 SCHOOLS ERAF	12.21316 %
CO CO COMM COLLEGE	5.41778 %
COMM COLLEGE ERAF	1.81851 %
TOTAL	100.00000 %

[Frequently Asked Questions](#)

Close Window

Agenda Item G-1

**Tax Rate Area 60055
Allocation of Basic 1% Property Tax
Fiscal Year 2014-2015**

Slifer/Ravenswood

COUNTY GENERAL	17.12373 %
COUNTY LIBRARY	1.75805 %
C C FLOOD CONTROL	0.20628 %
FLOOD CONTROL Z-1	1.96047 %
SERV AREA P-6	1.20572 %
EAST CO CO FIRE	4.06137 %
CC RES CONSV	0.01907 %
CO CO MOSQUITO ABA	1.82055 %
BYRN B K U CEMTERY	0.46981 %
BART	0.74391 %
BAY AREA AIR MGMNT	0.21684 %
BYRON-BETHANY IRRI	14.97784 %
LIBERTY HIGH	17.08423 %
BRENTWOOD ELEM	2.52464 %
BYRON ELEMENTARY	10.22587 %
KNIGHTSEN ELEM	0.19452 %
OAKLEY ELEM	3.82641 %
CO SUPT SCHOOLS	2.13124 %
K-12 SCHOOLS ERAF	12.21316 %
CO CO COMM COLLEGE	5.41778 %
COMM COLLEGE ERAF	1.81851 %
TOTAL	100.00000 %

Frequently Asked Questions

Close Window

Agenda Item G-1

**Tax Rate Area 60056
Allocation of Basic 1% Property Tax
Fiscal Year 2014-2015**

DBW Lakeshore

COUNTY GENERAL	17.12373 %
COUNTY LIBRARY	1.75805 %
C C FLOOD CONTROL	0.20628 %
FLOOD CONTROL Z-1	1.96047 %
SERV AREA P-6	1.20572 %
EAST CO CO FIRE	4.06137 %
CC RES CONSV	0.01907 %
CO CO MOSQUITO ABA	1.82055 %
BYRN B K U CEMTERY	0.46981 %
BART	0.74391 %
BAY AREA AIR MGMNT	0.21684 %
BYRON-BETHANY IRRI	14.97784 %
LIBERTY HIGH	17.08423 %
BRENTWOOD ELEM	2.52464 %
BYRON ELEMENTARY	10.22587 %
KNIGHTSEN ELEM	0.19452 %
OAKLEY ELEM	3.82641 %
CO SUPT SCHOOLS	2.13124 %
K-12 SCHOOLS ERAF	12.21316 %
CO CO COMM COLLEGE	5.41778 %
COMM COLLEGE ERAF	1.81851 %
TOTAL	100.00000 %

[Frequently Asked Questions](#)

Close Window

Agenda Item G-1



County Supervisor Mary Nejedly Piepho, District III

CONTRA COSTA COUNTY BOARD OF SUPERVISORS

COMMITTEES

Delta Protection Commission, Chair

East Contra Costa Habitat
Conservancy, Chair

Finance Committee, Chair

Transportation, Water and
Infrastructure Committee, Chair

Airport Committee

California Identification System
Remote Access Network Board

City-County Relations Committee

Contra Costa County
Fire Protection District

Contra Costa County
Housing Authority

Delta Counties Coalition, Founder

Delta Stewardship Council

Dougherty Valley Oversight
Committee

East Contra Costa Regional Fee
And Finance Authority

East County Water
Management Association

eBART Partnership Policy Advisory
Committee

Local Agency Formation Commission

Open Space/Parks & East Bay Regional
Parks District Liaison Committee

San Joaquin Valley Rail Committee

State Route 4 Bypass Authority

TRANSPLAN, East County
Transportation Planning

Tri-Delta Transit

SERVING AS ALTERNATE

Association of Bay Area Governments

Contra Costa Transportation
Authority

Mental Health Commission

Sacramento-San Joaquin
Delta Conservancy

November 20, 2015

Mr. Russell Kagehiro,
President and Members of The Board of Directors
Byron Bethany Irrigation District
7995 Bruns Road Byron, CA 94514

Dear President Kagehiro and Distinguished Members of the Board,

In 1993 and again in 2014, the Byron Bethany Irrigation District (BBID) was advised by the Contra Costa County Local Agency Formation Commission (LAFCO), most recently through its Municipal Service Review (MSR) process, that it would be necessary to detach portions of Discovery Bay from BBID due to the fact that BBID has not, is not, nor is it likely that Discovery Bay would ever need a water supply from BBID in the future.

In a LAFCO annexation in 1993 of the "Albers' Property" to the Sanitation District 19/Discovery Bay, BBID General Manager Rick Gilmore asked for more time to complete a groundwater management plan to monitor well water quality for the area before a detachment was pursued. It is unclear whether or not that plan was completed (see attached LAFCO BBID DBCSD Overview). As a result, subsequent annexations in Discovery Bay inadvertently continued this BBID boundary overlap. Both Paul Causey, formerly of Sanitation District 19 and the Town of Discovery Bay leadership have confirmed they were unaware of the overlap area and that it is unnecessary.

BBID's jurisdiction partially overlaps with the Town of Discovery Bay and both continue to receive tax revenue or fees to provide water service, but only the Town of Discovery Bay Community Services District (DBCSD or Town) actually provides water to the community, including in the overlap area (see attached map).

(continued)

On November 12, 2015, I convened a meeting with County officials, LAFCO staff, BBID General Manager Rick Gilmore, Town of Discovery Bay Director Kevin Graves and General Manager Rick Howard, Discovery Bay community residents and other stakeholders. In this meeting, both BBID and Town of Discovery Bay officials agreed that it was highly unlikely BBID's water supply could ever be used by Discovery Bay. BBID General Manager Rick Gilmore indicated that BBID is not a source of emergency water supply for residential purposes and admitted that it would be unlikely that, even in a severe drought, that the Town could rely on untreated BBID water. Gilmore further acknowledged that an estimated investment of more than \$500+ million would be required to construct a new water treatment facility before any of BBID's raw, untreated water could ever be made available to Discovery Bay residents for potable uses. The Town of Discovery Bay General Manager, Rick Howard, agreed with this assessment.

BBID's 2014 Financial Statement reflects that operating revenues exceeded expenses before property taxes and other non-operating revenues were considered (see attached). Before property taxes from the overlapping areas of Discovery Bay, or any other taxpayer in its District are considered, BBID had an operating surplus of \$541,849. After non-operating income like property taxes were included, BBID had a surplus of nearly \$4.8 million dollars carried forward in 2014 alone.

I appreciate that the BBID Board of Directors has been diligent in their stewardship of the District's finances and in its delivery of services to its customers. Outside of the overlap area issue, it appears that you responsibly manage how funds are collected and expended in your District.

It is part of my responsibility to see that the taxpayers in my District and Contra Costa County are adequately represented and tax dollars are put to their highest and best use. BBID's collection of hundreds of thousands of dollars (nearly \$700,000 in 2014 alone) from areas of Discovery Bay without BBID's ability to provide any service to these residents is a problem that must be corrected. This is affirmed by the LAFCO BBID DBCSD Overview (see attached).

In our meeting of November 12th we also discussed the grave need for revenue in order to improve services within the East Contra Costa Fire Protection District (ECCFPD). Something your board has considered and taken action to address in the short term as well. It was proposed in our meeting that this revenue being paid to BBID without a corresponding service could be better allocated to ECCFPD for public safety services.

On November 17th, I asked for and received unanimous support from my colleagues on the Contra Costa County Board of Supervisors to pursue with the San Joaquin County LAFCO, a detachment of overlapping boundaries. The action (see attached Board Order):

- acknowledged that only the Town of Discovery Bay provides water services to this area even though both BBID and the Town receive payment for water service delivery
- recognized that the 2014 Contra Costa LAFCO MSR indicates it unlikely that the Town will ever use BBID water and to consider detachment
- recognized that if detached the nearly \$685,000 of BBID revenue should be reallocated to other affected taxing agency(ies) that are actually providing services
- adopted a resolution of application that would initiate a public process for such detachment and explore allocation of the BBID property tax revenues from the overlap areas to the East Contra Costa Fire Protection District.

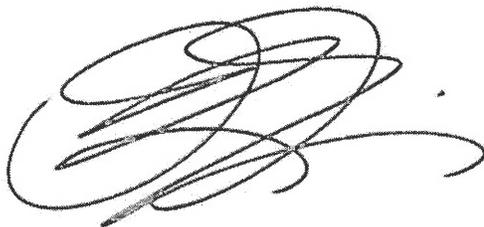
While there were BBID staff present at the Board of Supervisors meeting, no comments were provided.

With the direction to move forward with the detachment process, the financial and all other concerns of your Board and constituents will have an opportunity to be heard and verified through a public process.

Lastly, I have been made aware that an item has been placed on BBID's agenda for your November 23, 2015 meeting that specifies a discussion item with me. While I always welcome an opportunity to attend and speak with your Board, I was not contacted in advance of your agenda being released nor invited to attend.

I remain available to answer any questions you may have on this important issue and look forward to working with you as we move forward. I am very hopeful that we can be successful in the process to detach BBID from the area that overlaps with the Town of Discovery Bay and effectuate the transfer of revenue from BBID to the ECCFPD. The ECCFPD serves us all.

Sincerely,



MARY NEJEDLY PIEPHO
County Supervisor, District III

Enclosures: LAFCO Overview Page 2, Note 1
Map of overlapping jurisdiction

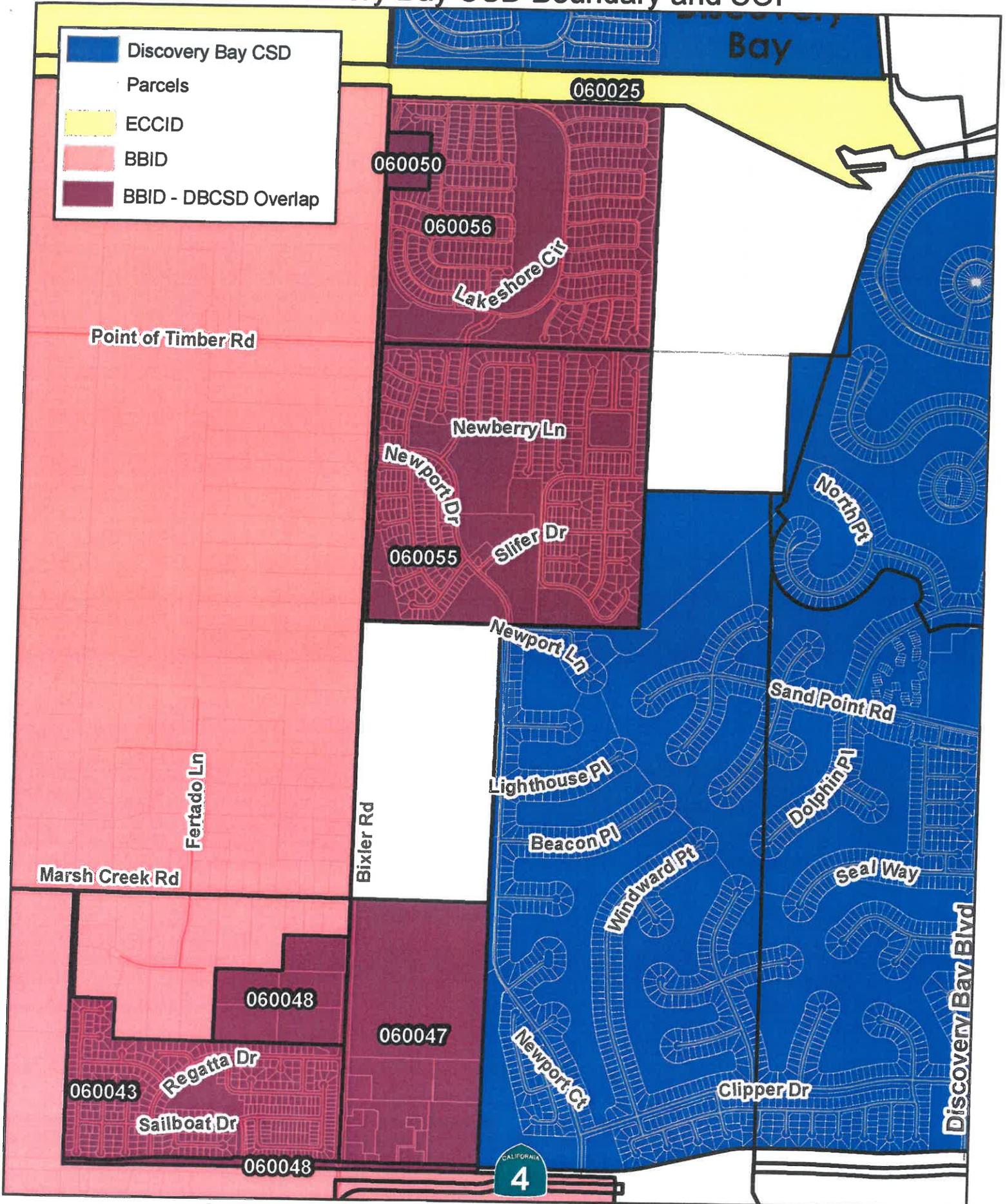
Mr. Russell Kagehiro,
President and Members of The Board of Directors
Byron Bethany Irrigation District
November 20, 2015

Page 4

BBID 2014 Financial Statement Page 4
Contra Costa County Board of Supervisors Board Order – November 17
item D.9

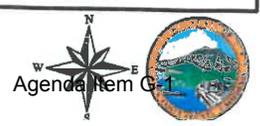
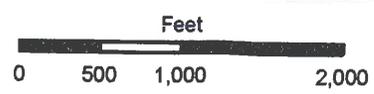
Cc: CA State Senator Steve Glazer
CA State Assemblyman Jim Frazier
Contra Costa County Board of Supervisors
Contra Costa County Auditor Robert Campbell
Contra Costa CAO, David Twa
Contra Costa LAFCO Executive Director and Commissioners
East Contra Costa Fire Protection District Governing Board
Town of Discovery Bay Community Services District Board
Byron Municipal Advisory Council
San Joaquin County Board of Supervisors
San Joaquin County LAFCO Executive Director and Commissioners
San Joaquin County CAO, Monica Nino
Alameda County Supervisor Scott Haggerty
Discovery Bay Resident Bob Mankin
Discovery Bay Resident Gaylin Ziegler

Discovery Bay CSD Boundary and SOI



Map created 05/13/2013
 by Contra Costa County Department of
 Conservation and Development, GIS Group
 30 Muir Road, Martinez, CA 94553
 37:59:41.791N 122:07:03.759W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



BBID and DBCSD OVERVIEW

	Bethany Byron Irrigation District (BBID)	Town of Discovery Bay Community Services District (DBCSD)	County Sanitation District No. 19 (SD 19)
BOUNDARY HISTORY			
Formation	1919	1998 – SD 19 was rolled into DBCSD	1967
Boundary Changes (approved by Contra Costa LAFCO)	Five boundary changes (i.e., annexations, detachments, activate latent powers - electrical) (2)	four annexations, including two in the overlap area (2003, 2004) - no mention of overlap or BBID in LAFCO documents	two annexations (1993) (1)
Services	ag/raw water	Water, sewer, levee maintenance, park/park maintenance, recreation, levee maintenance, landscaping	Sewer, potable water
FISCAL			
Revenues	\$5.37 million (CY 2013)– 50% property tax, 26% undesignated reserves -Red/ Green Line project, 24% fees & charges for service, <1% misc	\$13.27 million (FY 13-14) 55% charges & fees for service, 41% financing proceeds, 4% misc	
Expenses	\$5.12 million (CY 2013)	\$13.27 million (FY 13-14)	
Capital Expenses	\$1.15 million (CY 2013)	\$7.11 million (FY 13-14)	
Net Assets (Reserves)	\$9.94 million (CY 2013)	\$7.56 million (FY 13-14)	

OVERLAP

General

DBCSD and BBID have overlapping boundaries (see attached map), partially based on original district boundaries, and partially due to annexations over the years. The overlap results in some residents of Discovery Bay having a portion of their 1% property tax (ad valorem) allocated to both BBID and DBCSD. The two districts utilize different treatment processes (DBCSD uses well water and BBID relies on Central Valley Project surface water).

There was discussion of this in the 2014 LAFCO 2nd Round Water/Wastewater MSR, which noted that due to the different water systems, it appears unlikely Discovery Bay residents will use BBID water, and that consideration be given to detaching the overlap areas from BBID's SOI/boundary. The MSR also noted that further study is needed to fully analyze the service and fiscal implications of such a detachment to both the residents and BBID.

Fiscal

There are 13 Tax Rate Areas (TRAs) in Discovery Bay (60016, 60017, 60019, **60043***, **60047***, **60048***, 60049, **60050***, 60054, **60055***, **60056***, 72015, 72038), and only three receive a portion of the 1% property tax, none of which are in the overlap area.

There are 17 BBID TRAs in Contra Costa County (58003, 60002, 60005, 60006, 60008, 60020, 60028, 60042, **60043***, 60044, 60045, 60046, **60047***, **60048***, **60050***, **60055***, **60056***, 60057) which generated approximately \$825,000 (FY 13-14) in ad valorem tax.

There are six overlapping TRAs which generated \$565,000 (FY 13-14) - see table below.

TRA	FUND	DESCRIPTION	INCREMENT	BASE TAX \$ (FY 13-14)
60043	418100	BBID	13.03049	\$ 103,250.14
60047	418100	BBID	13.0289	\$ 39,726.88
60048	418100	BBID	13.03049	\$ 2,544.99
60050	418100	BBID	14.97784	\$ 566.78
60055	418100	BBID	14.97784	\$ 204,895.83
60056	418100	BBID	14.97784	\$ 213,672.75
				\$ 564,657.37

Also attached is a breakdown of all the other tax sharing entities within the overlap area.

DETACHMENT	
Process	<p>SOI Amendment - In order to remove the overlap area from BBID, it is desirable, although not required, to first reduce the SOI. Typically, the SOI reduction would be processed through the principal LAFCO, which in this case, is San Joaquin LAFCO. Any party can submit an SOI amendment proposal, and LAFCO can also initiate an SOI amendment.</p> <p>Detachment - The detachment can be initiated by any of the following:</p> <ul style="list-style-type: none"> • petition of registered voters (not less than 25% within the affected area), or • landowners (not less than 25% of the number of landowners, owning not less than 25% of the assessed value of land within the affected area), or • governing body of any affected county, city or district (e.g., County, DBCSD, other district). "Affected local agency" means any local agency that contains, or would contain, or whose SOI contains or would contain, any territory for which a change of organization (e.g. detachment) is proposed. While an SOI change can be initiated by LAFCO, a detachment cannot. <p>As noted above, San Joaquin LAFCO is principal for BBID. A detachment would either be processed by San Joaquin LAFCO, or Contra Costa LAFCO could request a transfer of jurisdiction to process the detachment. (3) The detachment process is similar to the annexation process and involves noticing and at least one public hearing.</p>
Effects	<p>Reallocation of Ad Valorem Property Tax – Following detachment, the County Auditor reallocates the 1% property tax. Typically, the portion of the 1% property tax is transferred from the local agency that is no longer providing service to the agency that is assuming the service. In this case, DBCSD is already providing water service. The Revenue & Taxation Code provides that the County negotiates on behalf of all districts, the exchange of property tax in conjunction with boundary changes. I would defer to the County Auditor on this matter.</p> <p>Potential Rate Increases - BBID has an annual budget of about \$5.3 million; so the loss of \$565,000 per year (through a detachment) would be an estimated 11% reduction in BBID's revenues. BBID would need to recoup these revenues, and possibly increase water rates to some/all customers including Contra Costa residents and farmers.</p>

Notes:

- (1) Excerpt from 1993 LAFCO staff report relating to overlap area: *"The parcel to the immediate west (Albers) of this site was annexed to SD 19 at the October 13, 1993 meeting. At that meeting, the Commission discussed detaching the Albers site from BBID. Rick Gilmore, BBID's General Manager, stated that the District has implemented a ground water management plan to monitor well water quality for the area. He requested, and the Commission agreed, that no detachment from BBID be initiated for the Albers property or the Byron 78 property until the plan has been completed."* It appears that detachment was never done.
- (2) BBID is a tri-county district serving portions of Alameda, Contra Costa and San Joaquin counties. The last BBID boundary change approved by Contra Costa LAFCO was in 1996. In 2004, BBID completed a large consolidation with the Plain View Water District in San Joaquin County, which resulted in San Joaquin LAFCO becoming the principal. By statute, the "principal" LAFCO is that county which has the greatest portion of the entire assessed value based on the last equalized assessment roll. Contra Costa LAFCO checks the assessment rolls annually to confirm "principal" LAFCO for our four multi county districts. San Joaquin LAFCO is currently the principal for BBID.
- (3) The LAFCO law is silent on the issue of whether or not the principal LAFCO has exclusive jurisdiction over the SOI, and whether or not such jurisdiction can be transferred from the principal to the affected LAFCO. We know that in a lawsuit involving Nevada and Placer LAFCOs, the courts ruled that the principal LAFCO is vested with the exclusive jurisdiction to establish the SOI (and conduct the MSR) for a multicounty district. [California Court Appeal, Third Appellate District, in the case of Placer County LAFCO v. Nevada County LAFCO (2006) 135 Cal. App. 4th 793].
- (4) Contra Costa and San Joaquin have a history of transferring jurisdictions to one another. In 1998, Contra Costa LAFCO, then the principal LAFCO for BBID, transferred exclusive right to San Joaquin LAFCO for all future annexations to BBID for territory located within the Mountain House project area.

BYRON BETHANY IRRIGATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
for the year ended December 31, 2014

→	Operating revenues:		
	Water sales		\$ 2,512,469
	Stand-by charges		168,574
	Water transfers		2,411,234
	O & M charges		350,084
	Customer finance charges		23,138
	Other		<u>62,063</u>
	Total operating revenues		5,527,562
→	Operating expenses:		
	Source of supply	\$1,132,554	
	Pumping	554,171	
	Transmission and distribution	1,410,840	
	Administrative	922,759	
	Depreciation	<u>965,389</u>	
	Total operating expenses		<u>4,985,713</u>
	Operating income		541,849
→	Non-operating income (expense):		
	→ Property tax revenue	4,166,852	
	Investment income	20,938	
	Farm income	8,000	
	Reimbursements	428,174	
	Bureau cost recovery	7,676	
	Bond issuance costs	(225,005)	
	Sale/disposal of fixed assets	(10,655)	
	Interest expense	<u>(146,250)</u>	<u>4,249,730</u> *
	Income before contributions		4,791,579 *
	Capital contributions		<u>-</u>
	Change in net position (carried forward)		4,791,579

See notes to financial statements



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 17, 2015

Subject: DETACHMENT OF OVERLAPPING TAX RATE AREAS FOR WATER SERVICE BETWEEN BYRON-BETHANY IRRIGATION DISTRICT AND THE DISCOVERY BAY COMMUNITY SERVICES DISTRICT

RECOMMENDATION(S):

1. ACKNOWLEDGE that the Discovery Bay Community Services District (DBCSD) and the Byron-Bethany Irrigation District (BBID) have overlapping boundaries.
2. ACKNOWLEDGE that both the DBCSD and BBID receive funding for water service, through property taxes or fees, but only DBCSD actually provides water service to the overlap areas.
3. ACKNOWLEDGE that the 2014 Contra Costa LAFCO Second Round Water/Wastewater Municipal Service Review indicated that it appears unlikely Discovery Bay residents will use BBID water and recommended that consideration be given to detaching the overlapping areas.
4. ACKNOWLEDGE that there are six Tax Rate Areas (TRAs) that overlap which, if detached from BBID, would result in nearly \$685,000 being reallocated to other affected taxing agencies each year.
5. DIRECT the County Administrator to return to the Board with a resolution of application for detachment in order to initiate the detachment process, and to provide notice to Contra Costa LAFCO, San Joaquin LAFCO and other interested agencies.
6. DIRECT the County Administrator to explore allocation of the BBID property tax revenues from the overlap areas to the East Contra Costa Fire Protection District (ECCFPD).

FISCAL IMPACT:

This Board Order does not have any fiscal impacts. However, if the decision is made to pursue detachment, there will be costs associated with that decision, including application fees, preparation of a map and legal description, fees for

- | | |
|--|--|
| <input checked="" type="checkbox"/> APPROVE | <input type="checkbox"/> OTHER |
| <input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR | <input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE |

Action of Board On: 11/17/2015 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: November 17, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Julie Enea, Senior Deputy County Administrator (925) 335-1077

By: June McHuen, Deputy

FISCAL IMPACT: (CONT'D)

>
recording documents, State Board of Equalization fees, environmental review, staff costs, and other miscellaneous expenses that can be detailed as part of this Board’s approval of a resolution of application for detachment.

There are six overlapping tax rate areas between BBID and DBCSD. If the six tax rate areas were to be detached from BBID, the *ad valorem* tax currently allocated to BBID (\$684,246 in FY 14/15) potentially could be reallocated to one or more of the other affected taxing agencies, which include: the County, County library, County Service Areas)-6 and L-100, Flood Control, East Contra Costa Fire Protection District, Contra Costa Resource Conservation District, Contra Costa Mosquito and Vector Control District, Byron, Brentwood, Knightsen Union Cemetery District, Bay Area Rapid Transit District, Bay Area Air Quality Management District.

TRA	FUND	DESCRIPTION	INCREMENT	BASE TAX \$ (FY 14-15)
60043	418100	BBID	13.03049	\$ 128,838.24
60047	418100	BBID	13.02890	\$ 39,568.79
60048	418100	BBID	13.03049	\$ 3,036.49
60050	418100	BBID	14.97784	\$ 597.81
60055	418100	BBID	14.97784	\$ 253,863.14
60056	418100	BBID	14.97784	<u>\$ 258,341.43</u>
				\$ 684,245.90

BACKGROUND:

The Byron-Bethany Irrigation District (BBID) is a 90-year old tri-county district providing agricultural water service to portions of Alameda, Contra Costa and San Joaquin counties. In addition, BBID provides raw untreated water to the Mountain House community and the City of Tracy. BBID’s service area is approximately 30,000 acres. The current population within BBID service area and sphere of influence (SOI) is approximately 13,000. Little or no anticipated growth is projected at this time. San Joaquin is the principal county for BBID and related Local Agency Formation Commission (LAFCO) proceedings. By statute, the “principal” LAFCO is that LAFCO in the county that has the greatest portion of the entire assessed value based on the last equalized assessment roll.

The Town of Discovery Bay Community Services District (DBCSD) service area encompasses the developed and developing unincorporated community of Discovery Bay, composed of approximately 5,760 acres. Discovery Bay was originally established in the 1970s as a weekend and summer resort community. Today, Discovery Bay has evolved into a year-round home for over 13,500 residents. DBCSD provides a variety of services including water and wastewater for the community of nine square miles.

There are several areas where the DBCSD and BBID boundaries overlap. Both BBID and DBCSD are paid to provide water service to the properties in the overlap areas, either through a property tax allocation or fees. The 2014 Contra Costa LAFCO Second Round Water/Wastewater Municipal Service Review (MSR) noted that, because the two water systems have different infrastructure requirements and operate in different ways, it seems unlikely Discovery Bay residents will use BBID water. The MSR recommended that consideration be given to detaching the overlap areas from BBID’s SOI/boundary. The MSR also noted that further study is needed to fully analyze the service and fiscal implications of such a detachment to both the residents and BBID.

Process for Detachment

A detachment is a change of organization governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code section 56000 et seq., (“CKH”). The CKH permits any “affected local agency” to apply to LAFCO for a change of organization, in this case, a detachment (§56654(a)). Contra Costa County is an “affected county” because it contains part of the district for which a change of organization is proposed (§56012). Section 56654(c) suggests giving a 21 day notice describing the proposal and the affected territory to LAFCO and to the interested agencies before a resolution of application is adopted.

Attachment A is a sample Inhabited District Detachment Flowchart. If this Board decides to pursue detachment, the process would begin with the Board adopting a resolution of application for detachment (§§ 56652, 56654 and 56756). A sample Resolution of Application is attached as **Attachment B**. The CKH requires that the application be filed with San Joaquin LAFCO as the “principal” county LAFCO for BBID (§§56066, 56658(a) and 56387). **Attachment C** is a portion of the San Joaquin LAFCO application form. The third page of the San Joaquin LAFCO form includes a list of 17 items that would have to be submitted as part of the application. The CKH governs the form and content of the application (§56652).

An application for detachment can be submitted alone or with an application to amend the BBID SOI to remove the overlap area from the BBID SOI. The CKH would also allow the County to include in its application a request that jurisdiction over the detachment proceedings be transferred to the Contra Costa LAFCO (§§56124 and 56388); however, San Joaquin LAFCO would not have to agree to this change of venue. A copy of the Contra Costa LAFCO’s application form is attached as **Attachment D** to indicate the type of information Contra Costa LAFCO may require if jurisdiction is transferred to this County. Due to statutory time requirements it is anticipated that a detachment would take no less than six months to complete, and likely more if a request is made to transfer the matter to Contra Costa LAFCO.

Fiscal Consequences of Detachment

Revenue and Taxation Code section 99 is the law that applies to the allocation of property tax revenues where there is a jurisdictional change (other than a city incorporation or a district formation) for local agencies “whose service area or service responsibility are altered by the jurisdictional change.” A detachment from BBID is clearly a jurisdictional change and an alteration of BBID’s service area. However, at this point, we don’t have enough information to know whether a detachment would result in alteration of BBID’s or DBCSD’s service responsibilities; for example, whether BBID in fact does supply back up water resources to DBCSD or whether there are agreements between the two agencies on this issue. That is something that would have to be explored further if the Board decides to proceed with a resolution of application for detachment.

Rev. & Tax §99(b)(5) authorizes the “county or counties” in which a special district service area is located to negotiate the allocation of property taxes following a jurisdictional change that would affect a service area. The statute provides, in pertinent part:

In the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or counties in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues. Prior to entering into negotiation on behalf of a district for the exchange of property tax revenue, the board shall consult with the affected district. The consultation shall include, at a minimum, notification to each member and executive officer of the district board of the pending consultation and provision of adequate opportunity to comment on the negotiation.

Rev. & Tax §99 (b)(5) does not specifically address whether the “principal county” (San Joaquin County), the “affected county” (Contra Costa County), or both counties would be the negotiating parties for a tax exchange agreement. The statute also does not specifically address whether a county board of supervisors could adopt a resolution that allocates the taxes to a single affected taxing entity (e.g., ECCFPD) rather than proportionately to all affected taxing entities, as was done in the case of a detachment from the Mt. Diablo Health Care District, discussed below. Presumably, these are matters that would be resolved through discussions with the LAFCO that takes jurisdiction of the matter and the Auditor’s Office.

In 2012, when the City of Concord applied to take over the Mt. Diablo Health Care District as a subsidiary district, certain portions of the district were detached, leaving only the cities of Concord and Pleasant Hill as the jurisdiction of the subsidiary district. At that time, this Board approved a resolution that determined the tax exchange for the proposed Mt. Diablo Health Care District reorganization should be allocated proportionately to each remaining taxing agency in the detached area according to the proportion of base tax each such taxing entity received for the tax rate area. In effect, the Mt. Diablo Health Care District’s base and increment in the detached area was “absorbed” proportionately by the remaining taxing entities. **Attachment E** is a copy of the June 5,

2012, Board Order and Resolution taking this action.

Pursuant to Rev. & Tax §99 (b)(6), the LAFCO executive officer may not issue a certificate to complete the detachment process without an appropriate tax exchange agreement.

Finally, it should be noted that the law does not require LAFCO to approve a detachment. In evaluating whether to do so, the LAFCO with jurisdiction would evaluate the factors described in Government Code section 56668, including the effect of the proposed action on BBID, and any information or comments from landowners, voters or other local agencies.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect not to pursue the detachment, then the status quo, i.e. areas of overlap between BBID and the DBCSD, would continue.

ATTACHMENTS

Attachment A: Detachment Flow Chart

Attachment B: Sample Resolution for Detachment

Attachment C: Portion of San Joaquin LAFCo Application

Attachment D: Sample of Contra Costa LAFCo Application

Attachment E: June 5, 2012 Mt. Diablo Health Care District Detachment



FROM THE DESK OF SUPERVISOR MARY NEJEDLY PIEPHO

NEWS RELEASE:

Contra Costa County Supervisors Pursue Fix for Discovery Bay Taxpayers

Boundary Change Could Provide Needed Revenue to Struggling Jurisdictions

November 20, 2015

Contact: 925-252-4500

(Brentwood, CA) - In a unanimous decision on Tuesday, November 17, 2015 the Contra Costa County Board of Supervisors approved Supervisor Mary Nejedly Piepho's proposed fix aimed at correcting decades long siphoning by the Byron Bethany Irrigation District (BBID) of tax revenue from agencies who serve Discovery Bay residents.

Currently BBID's jurisdiction partially overlaps with the Town Discovery Bay and both receive tax revenue or fees to provide water service, but only the Town of Discovery Bay actually provides water to the overlapping area and all other residents of Discovery Bay.

Supervisor Mary Nejedly Piepho stated, "Government agencies should not receive tax revenue from taxpayers when the agency is not providing a service. It is particularly egregious in this case as BBID was advised in 1993 that it was necessary to detach. BBID collected almost \$700,000 last year without providing any service to Discovery Bay residents. This must stop."

The Contra Costa County Board of Supervisor's action calls on the San Joaquin County's Local Agency Formation Commission (LAFCo) to detach the portions of the Town of Discovery Bay that are not served by BBID.

Contra Costa LAFCO records confirm that BBID was advised in 1993 that it would be necessary to detach Discovery Bay from the BBID boundary due to the fact that it was unlikely Discovery Bay would ever need a water supply from BBID. In 1993, according to a LAFCO MSR, the General Manager, Rick Gilmore, asked for more time to complete a groundwater management plan.

On November 12, 2015, in a meeting with County officials and community stakeholders, BBID

General Manager, Rick Gilmore admitted that it would be unlikely that, even in a severe drought, that the Town could rely on BBID water. Gilmore further acknowledged that an investment of more than \$500 million to construct a new water treatment facility would be necessary before any of BBID's raw, untreated water could ever be made available to Town residents.

BBID's 2014 financial statements showed an operating surplus of 10% and net income for the year of \$4.8 million, which was allocated to the District's reserves. As part of the proposed detachment process, the District will have the opportunity to clarify what effect, if any, a detachment would have on its water rates, and to explain why it is critical to its ongoing operations that BBID be allowed to collect taxes from properties it does not serve.

While a detachment from BBID would not reduce the tax bills of affected Discovery Bay residents, it would reallocate funds to the agencies that actually serve the residents of Discovery Bay. A detachment could result in a redirection of the Irrigation District tax revenues from the overlapping areas to other local taxing entities, such as the East Contra Costa Fire Protection District, for the benefit of Discovery Bay residents and East Contra Costa County in general.

Earlier this month, the Byron-Bethany Irrigation District's Board of Directors directed its own staff to develop a proposal to transfer \$200,000 per year for 5 years to the beleaguered East Contra Costa Fire Protection District.

"I appreciate that BBID has recognized the funding needs of the East County Fire Protection District but larger problems need fixing. We need to correct this boundary error and put the nearly \$700,000 of revenues where it more appropriately belongs like East County Fire."

LAFCo is the agency responsible for coordinating changes to local government boundaries, including annexations, consolidations and detachments. The action Tuesday by the Contra Costa County Board of Supervisors to apply for the detachment from Byron-Bethany Irrigation District of overlapping areas in Discovery Bay is the first step in a methodical process that ensures the orderly formation and development of all the governmental agencies within a jurisdiction.



FOR IMMEDIATE RELEASE

Contra Costa County Board of Supervisors Vote Triggers Possible Detachment Process in Town of Discovery Bay

Area Farmers Warn Separation from Water District Could Lead to Major Increases in Water Rates and a Compromised Future Water Supply

Byron, CA (November 17, 2015) -- In a unanimous 5-0 decision, the Contra Costa County Board of Supervisors voted to ask the Local Agency Formation Commission (LAFCO) in San Joaquin County to consider the detachment of portions of the Town of Discovery Bay from the Byron-Bethany Irrigation District (BBID). Currently, the property tax revenue paid by the affected residents of Discovery Bay helps ensure the future water supply of this growing residential community. The authorization of the application represents the beginning of a formal process that could jeopardize the needs of the community moving forward.

“We are absolutely puzzled by the Board’s premature action on this issue,” says BBID Board President Russell Kagehiro. “All interested parties are in the very early stages of the analysis of rates, services and impacts, and the relationship between the Town of Discovery Bay and BBID. Without further review of the future water supply needs of Discovery Bay, particularly in light of a historic drought, this authorization is irresponsible.”

In the Contra Costa County Board of Supervisors’ consideration of the item, county staff was asked to prepare a series of documents needed for the Board to pursue detachment of the overlapping tax rate areas for water service between BBID and the Discovery Bay Community Services District. In the staff report made public on November 13th, that early examination clearly states that the true impacts are unknown. The document affirms the following:

The MSR [Municipal Service Review] also noted that further study is needed to fully analyze the service and fiscal implications of such a detachment to both the residents and BBID.

Among the unanswered questions are how the Town of Discovery Bay will receive water in the future and how current BBID customers’ water rates will be impacted if the

district loses this tax revenue. Currently, the nearly \$685,000 received annually by BBID through the property tax allocation contributes to the organization's general fund and allows for the development and protection of future water supply as well as basic operations. While this tax revenue could be allocated to another service, Discovery Bay residents will not see a reduction in their property tax assessments as a result of any future LAFCO decision.

In further action during today's meeting, the Board of Supervisors directed the County Administrator to explore allocation of the BBID property tax revenues from the overlap areas to the East Contra Costa Fire Protection District (ECCFPD), a decision that could blur current negotiations among the affected agencies. Earlier this month, the BBID Board of Directors directed staff to develop a proposal that would bring more than \$1 million to ECCFPD over five years.

"We recognize that we need to help and we have a current offer on the table that would bring real relief," says BBID Board Member Larry Enos. "But we cannot do this on the backs of local farmers and ranchers. Our proposal balances the current need for fire services with the future need for a reliable water supply, without putting an already hard-hit agriculture community at greater risk"

LAFCO is the agency responsible for coordinating changes to local government boundaries, including annexations, consolidations and detachments. It is specifically charged by law with encouraging the orderly formation and development of all the governmental agencies within its jurisdiction.

"It is incumbent upon the LAFCO organizations in our region to study this issue completely before moving forward," adds BBID Board Vice President Tim Maggiore. "Anything short of that is inconsistent with good governance and will only lead to fractured relationships."

Byron-Bethany Irrigation District (BBID) is a multi-county special district serving parts of Alameda, Contra Costa, and San Joaquin Counties across 47 square miles and 30,000 acres. The district serves 160 agricultural customers and approximately 12,000 residents of the Mountain House community. For additional media information, contact Erin Gilhuly at 760.641.0739 or via email at erin@cvstrat.com.



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2015-20

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT
SUPPORTING THE DETACHMENT
OF THE BYRON-BETHANY IRRIGATION DISTRICT
FROM CONTRA COSTA COUNTY TAX RATE AREAS
60043, 60047, 60048, 60050, 60055 AND 60056**

WHEREAS; the Town of Discovery Bay (TODB) is located wholly within Contra Costa County;
and

WHEREAS, TODB provides water service to the community that is delivered by a series of 6
groundwater wells, two water treatment plants, and more than 50 miles of distribution lines; and

WHEREAS, the TODB does not utilize surface water for any of its water needs; and

WHEREAS, the Byron Bethany Irrigation District (BBID) provides raw water supplies to its
customers for agricultural uses and pre-treatment for domestic purposes; and

WHEREAS, the BBID boundary overlaps into the jurisdictional boundaries of the TODB; and

WHEREAS, BBID receives a portion of the 1% Ad Valorem Taxes for six Tax Rate Areas (TRA's)
located in the TODB; and

WHEREAS, BBID does not provide any services within those six TRA's; and

WHEREAS, the TODB desires that BBID be detached through the Local Agency Formation
Commission formal detachment procedures.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That LAFCO proceed accordingly and in an expeditious manner to effectuate a
detachment of BBID from TODB TRA's 60043, 60047, 60048, 60050, 60055 AND 60056.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF DECEMBER, 2015.

V. Chris Steele
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 2, 2015, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary

DRAFT



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 2, 2015

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Approve and Adopt Resolution No. 2015-19 - Certification of the Town of Discovery Bay Emergency Operations Plan

Recommended Action

Adopt Resolution No. 2015-19 Approving and Certifying the Town of Discovery Bay Emergency Operations Plan

Executive Summary

Public agencies throughout the United States are required to have a certified Standardized Emergency Management System (SEMS) in place in order to receive State and Federal reimbursements during a declared emergency. Depending on the type of emergency, the Governor of the State of California can declare a state of emergency. If the emergency is sizeable, the Governor can then call on the President of the United States and request that the emergency be elevated to a Federal emergency.

Both the California Department of Emergency Services (Cal OES) and/or the Federal Emergency Management Agency (FEMA) will provide guidance and financial relief in the event damage occurs and costs are spent for repairs of public facilities. Generally, reimbursement is in the neighborhood of 90%. However, in order to qualify for reimbursement, a certified Emergency Operations Plan (EOP) must be in place that is SEMS compliant.

Staff has been working with Russ Patterson of R.E. Patterson and Associates on developing the EOP for the Town of Discovery Bay. As a part of the plan, staff, and the Board of Directors, are required to go through a training program. Mr. Patterson previously conducted these trainings.

The Town's EOP is attached to this report and is fully compliant with both Cal OES and FEMA.

This EOP only covers assets owned and operated by the Town of Discovery Bay. The Contra Costa County Office of Emergency Services is the responsible agency to assist residents in times of catastrophic need.

Staff recommends that the Board Certify the EOP by adopting Resolution No. 2015-19.

Fiscal Impact:

Amount Requested \$ N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

October 7, 2015 - Board Member Training.

Attachments

Town of Discovery Bay Emergency Operations Plan
Resolution No. 2015-19

AGENDA ITEM: G-2



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

G-2

See Additional Material for
the Emergency Operations
Plan



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2015-19

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
CERTIFYING EMERGENCY OPERATIONS PLAN**

WHEREAS, the Town of Discovery Bay Community Services District is an established public agency in the state of California; and

WHEREAS, in order to properly prepare for emergency conditions and situations it is appropriate to adopt an Emergency Operations Plan; and

WHEREAS, in order to be eligible for California Office of Emergency Services and/or the Federal Emergency Management Agency, a certified Standardized Emergency Management System (SEMS) must be adopted by the legislative body; and

WHEREAS, the Town of Discovery Bay has developed a qualified Emergency Operations Plan consistent with SEMS requirements.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Board of Directors of the Town of Discovery Bay certify that the Emergency Operation Plan is consistent with best emergency management practices and is a qualified SEMS emergency plan.

SECTION 2. That the Emergency Operations Plan is made a part of this Resolution, however, due to the size of the document a copy is to be maintained in the Town of Discovery Bay's District Offices for public viewing.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF DECEMBER, 2015.

Chris Steele
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 2, 2015, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item H



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item I



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item J



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item K



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item L



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item M



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item N



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item O-1



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item P